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REGULATORY

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OFFICE OF THE
EXECUTIVE SECRETARY
August 9, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

00-00712

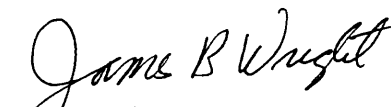
Re: Petition for approval of Master Interconnection and Resale
Agreement between United Telephone-Southeast and
BroadStreet Communications, Inc.

Dear Mr. Waddell:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a Master Network Interconnection and Resale Agreement between United Telephone-Southeast, Inc. and BroadStreet Communications, Inc.

Also enclosed are two checks for \$25.00 for the filing fee for each company. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,


James B. Wright

JBW:sm

Enclosures

cc: Dennis Wagner
Laura Sykora
Kaye Odum
Philip Fraga
Vincent Williams (w/encl.)

#18329

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

REC'D TN
REGULATORY AUTH.
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IN RE: Petition for Approval of an)
Interconnection Agreement Negotiated)
between United Telephone-Southeast,)
Inc. and BroadStreet Communications)

Docket No. _____
OFFICE OF THE
EXECUTIVE SECRETARY

PETITION

00-00712

United Telephone-Southeast, Inc. ("United") files this request for approval of a Master Network Interconnection and Resale Agreement dated June 1, 2000 (the "Agreement") negotiated between United and BroadStreet Communications, Inc. ("BroadStreet") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). The Agreement adopts the Master Interconnection and Resale Agreement entered into between United and AVR, L.P. d/b/a Hyperion of Tennessee, L.P. approved August 24, 1999 in Docket No. 99-00521, as thereafter adopted by Hyperion Communications of Tennessee, L.P., approved March 3, 1999 in Docket No. 99-00987, as amended by the Agreement. In support, United shows the following:

1. United and BroadStreet have successfully negotiated the Agreement which provides for the local interconnection, local resale and purchase of unbundled network elements by BroadStreet for the purpose BroadStreet's use or resale to end users. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the Tennessee Regulatory Authority ("TRA") for its consideration and approval.

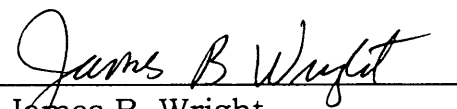
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and BroadStreet within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,
United Telephone-Southeast, Inc.

By: 
James B. Wright

This 9th day of August, 2000

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between BroadStreet Communications, Inc. and United Telephone - Southeast, Inc. (Sprint), a Tennessee corporation, herein collectively, "the Parties", is entered into and effective this 1st day of June, 2000 for the State of Tennessee.

NOW THEREFORE, the parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and Hyperion Communications of Tennessee (Hyperion) and filed with the Tennessee Regulatory Authority on the 14th day of July, 1999 (herein the "Hyperion Agreement"), amended as follows:

TERM:

This agreement shall be in force until the 20th day of April, 2001.

RATES:

All rates provided under this agreement include the subsequent amendments executed by Sprint and Hyperion.

CONDITIONS:

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To: Phillip M. Fraga, Esq.
Senior Vice President & General Counsel
BroadStreet Communications, Inc.
601 Technology Drive, Southpointe
Canonsburg, PA 15317
Tel: (724) 873-8982
Fax: (724) 873-5560

Copy To: Douglas G. Bonner, Esq.
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Ave, NW
Washington, D.C. 20036-5339
Phone 202/857-6293
Fax 202/857-6395
Email: bonnerd@arentfox.com
Website: www.arentfox.com

To Sprint: Sprint
Director - Carrier Markets
6480 Sprint Parkway
Mailstop: KSOPHM0316-3B925
Overland Park, Kansas 66251

Copy To:

BroadStreet Communications, Inc. is hereby substituted in the Hyperion Agreement for Hyperion and Sprint is substituted for Company. The Agreement shall be modified as identified above and in all other respects the Hyperion Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties thereto have caused this Agreement to be executed by their duly respective authorized representatives.

United Telephone – Southeast, Inc.

BroadStreet Communications, Inc.

By: 

By: 

Name: William E. Cheek

Name: Phillip M. Fraga

Title: Vice President - Sales &
Account Management

Title: Senior Vice President &
General Counsel

Date: 6/19/00

Date: June 15, 2000

ATTACHMENT: Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and Hyperion filed with the Tennessee Regulatory Authority on the 14th day of July, 1999.